



DESIGNERS' MANUAL

for projects with oversight by Capital Projects Management for the
STATE BUILDING COMMISSION
of Tennessee



Capital Projects Management
Designers' Manual

July 2002 Addendum Summary

Location	Page	Description
Chapter 3	3.06, C	Revised procedure for determining drawing sheet dimensions. Drawing sheet dimensions for the bidding documents should be determined after consulting with the Project Manager. Half-size sets may be requested of bid document sets larger than 11X17.
Chapter 4	4.01, G	New paragraph: It is the intent of the SBC that construction contracts are procured through procedures promoting competition to the greatest extent possible. Language in the Bidding Documents placing limitations contrary to this intent that is beyond State Licensing Law requirements is not normally allowed. Use of language such as "minimum 'number' years experience" or "minimum 'number' projects completed" must be approved by the State Architect on behalf of the SBC.
Appendix 1	Checklist	Revised to conform to section changes by this addendum.
Appendix 2	00201-2, 14.3	Clarified procedure on determining bid order when alternates are involved. If the base bid of all bidders exceeds the established Bid Target, the low bidder is determined by the lowest base bid submitted by a responsible bidder irrespective of any alternates (if any) bid.
	00201-2, 16.1	Deleted language stating contract bond not required if bid is under \$100,000, and revised to refer to contract conditions for the requirements. Change made because certain projects may now require a contract bond no matter what the contract sum, and if such is the case the Supplementary Conditions (or Add'l Supp. Conditions) will serve as the sole citation in the bidding documents.
	00401-2 & 00401-2 Gde	As is the case in 00201 above, reference to bonds not being required for contracts under \$100,000 is deleted in this section. (Print documents at http://www.state.tn.us/finance/cpm/editdocs.html)
	01411-1, 11	Revised accepted version of North Carolina Handicap Code to "1991 w/1996 revisions". Current NC code includes 1999 revision, however TN state law only recognizes up to 1996 revision. Until TN state law is changed, projects must comply with the 1991 w/1996 revisions, only.
	01786-1, 2	Moved space to identify the warranty term and the contract conditions from page 2 to page 1. This now consolidates onto one page all warranty information to be filled in.

- A. Upon approval of the Design Development Phase**, and authorization to proceed with the Construction Documents Phase, proceed to prepare preliminary Bidding and Contract Documents for review.
- B. Prepare the Project Manual** in accordance with Chapter 4 - *Project Manual Guide*, and utilizing Appendix 2 - *Bidding Documents*; as included in the current Designers' Manual.
 - 1. **Project Manual format** shall be 8.5 inch wide by 11-inch pages, printed two-sided with each section beginning on a right-hand page, and bound on the left margin, unless approved otherwise.
- C. Prepare the Drawings**, unless otherwise approved, to include a title sheet, site location map, and list of drawings matching that in the Project Manual.
 - 1. **Drawing sheet dimensions** for the bidding documents should be determined after consulting with the Project Manager. Half-size sets may be requested of bid document sets larger than 11X17.
- D. Final Revision of building systems narrative**; including energy use analysis, projected utility operational costs, energy efficiency and water conservation approach & design features, and energy management systems to demonstrate compliance with Owner's energy efficiency design requirements.
- E. Submit a minimum of 3 sets** of preliminary Bidding and Contract Documents, plus the DDP markup set, to CPM for review. Upon submission, a review meeting will be scheduled, normally within 7 days, and held at CPM with Designer and Owner in attendance.
- F. Suggested agenda for a CDP review:**
 - 1. Confirm DDP cost estimate and energy analysis, and advise CPM in writing of any change.
 - 2. Verify that submittals have been made to proper authorities, such as Fire Marshal, and that approvals are in-hand or are due prior to release for bids.
 - 3. Review of final draft bidding documents.
 - 4. Confer and agree on construction timetable, Contract Days, and Liquidated Damages.
 - 5. Confer and agree on cost and number of bid sets.
 - 6. Determine if a Pre-Bid Conference is to be held. In either case the Designer shall notify holders of record documents in writing.
 - 7. Review information required in the Invitation to Bid and Advertisement for Bids for completeness (except establishment of bid date).
 - 8. Review Instructions to Bidders, and applicable supplementary instructions.
 - 9. Discuss Bidding Phase, with particular emphasis on public advertisement, document distribution, Pre-Bid Conference and agenda, bid opening procedures and Bid Tab, notifications, and recommendations.
 - 10. Determine timetable for completion of CDP and commencing to Bid Phase as outlined in Part 3.07 on the following page. Designer is to make revisions identified by Owner prior to printing.
 - 11. Contract award process and Pre-Construction Conference.
 - 12. Confirm Design Team's Representatives for the Construction Phase.
 - 13. Discuss commissioning specifications and implementation issues, if required.
 - 14. Verify that all energy saving design features are reflected in the construction documents and that Owner's energy efficiency design requirements have been achieved.



00000 GENERAL GUIDELINES

- A. This Guide is provided to aid the Designer in preparing the Project Manual so that it complies with requirements and customary practices of the State Building Commission (SBC). The staff of Capital Projects Management (CPM) is available to discuss these requirements.
- B. Before assembling the Project Manual, most likely at the time outline specifications are developed, confirm with CPM on the use of documents for **“General Work”** or **“Minor Work and Procurement”**.
1. **General Work Documents** are intended for most projects, and is required if federal funding is directly involved or if there is a possibility that a contract of \$50,000 or more might be awarded.
 2. **Minor Work Documents** are intended for limited scope projects with three or fewer specification Divisions 2 through 16, and having no real possibility of a contract exceeding \$50,000.
 3. **Procurement Documents** are intended for direct purchases of equipment or furnishings involving little or no on-site construction. Their format follows that of Minor Work Documents.
- C. **Standard Bidding and Contract Documents**
1. **Standard documents and guides** are available for many of the Bidding Requirements, Contract Forms, Conditions, and Division 1 Specifications. Become thoroughly familiar with these documents, and use them as provided when text is appropriate.
 2. **Bidding documents by CPM are identifiable by their footer**, in which the document number and name are prefaced with the Owner mark “CPM”, and a three-character set identifier “Std” for Standard. The document number, name, and version date follow. These are referenced in this guide without preface.
 3. **Example text for documents requiring editing** is provided in this chapter, and example guide (“Gde”) documents are included in Appendix 2 - *Bidding Documents*. Do not retype others unless so approved by CPM.
 4. **All most-current documents are downloadable from the CPM website**. Edit/Gde documents can be downloaded as a “MSWord” (.doc) electronic file. Refer to the Appendix 2 Reference Table for documents having the “.doc” File Code.
 5. **Special usage bidding documents needed for certain projects** are referenced in this guide for their appropriate usage, and on the CPM website. Refer to the Appendix 2 Reference Table for documents having a non-Std special Use Code.
- D. Be familiar with applicable portions of:
1. **AIA Handbook of Professional Practice**
Available from: AIA Tennessee (615) 255-3860
209 10th Avenue South, Suite 506
Nashville, Tennessee 37203
 2. **CSI Manual of Practice**
Available from: Construction Specifications Institute (800) 689-2900
601 Madison Street
Alexandria, Virginia 22314
- E. Prepare the Project Manual in accordance with the **1995 CSI Manual of Practice** or latest version, unless approved otherwise. **AIA** documents are available for review at the Tennessee Society of Architects office, and **CSI** documents are usually available for review in the Business Section of many public libraries.
- F. Tailor the Project Manual to the project. Do not include provisions that are inapplicable to the project. Ensure that Bidding and Construction Documents are thoroughly coordinated, complete, concise, and free from redundancy.
- G. It is the intent of the SBC that construction contracts are procured through procedures promoting competition to the greatest extent possible. Language in the Bidding Documents placing limitations contrary to this intent that is beyond State Licensing Law requirements is not normally allowed. Use of language such as “minimum ‘number’ years experience” or “minimum ‘number’ projects completed” must be approved by the State Architect on behalf of the SBC.



FRONT-END CHECKLIST

for General Work, **July 2002 Version**

PROJECT: Project No.
--

DESIGNER Name/Submittal Date:
REVIEWER Name/Review Date:

FOR EACH ITEM: check box to show completion, or mark "N" for "Not applicable", or provide comments as desired by reference number.

00001 Cover / Title Page

- ☐ Correct Project Title & number shown
- ☐ Date consistent w/ Dwgs, Seals, signatures
- ☐ Contracting Agency correctly identified
- ☐ Designer correctly identified
- ☐ Designer & consultants seals & signatures

00010 Table of Contents

- ☐ Lists all documents bound in manual

00015 List of Drawings

- ☐ Lists all documents not bound in manual

00110 Advertisement for Bids

- ☐ Use or follow **CPM Jan-2002 00110**

00130 Invitation to Bid

- ☐ Use or follow **CPM Jan-2002 00130**
- ☐ Full Project name & number
- ☐ Designer name, addr, contact person, phone
- ☐ Brief Proj Desc (adequate & < 25 words)
- ☐ Pre-Bid Conference information
- ☐ Mailed bids attention
- ☐ Bid opening location
- ☐ Bid Time and Date
- ☐ Plan Rooms name & city; no address & phone
- ☐ Plan Deposit identified or says not required

00200 Instructions to Bidders

- ☐ Use **CPM Jul-2002 00201**
- ☐ If NGB Military Project:
 - ☐ Add **CPM Jan-2002 00213**
- ☐ If includes Maintenance Agreement:
 - ☐ Add **CPM Jan-2002 00214**
- ☐ If includes Underground Tank Removal:
 - ☐ Add **CPM Jan-2002 00215**
- ☐ If Work is at more than one location:
 - ☐ Add **CPM Jan-2002 00216**, and
 - ☐ Add **CPM Jan-2002 00226**

00300 Information Available to Bidders

- ☐ If geotechnical data available:
 - ☐ Use **CPM Jan-2002 00325**
- ☐ If hazardous materials data available:
 - ☐ Use **CPM Jan-2002 00335**

00400 Bid Form

- ☐ Use **CPM Jul-2002 00401**; or,
 - ☐ follow **CPM Jul-2002 00401 Gde**
- ☐ Project Title and number on all pages
- ☐ Roof Bond amount (or %) identified, if appl.
- ☐ Contract Time identified
- ☐ Liquidated Damages identified
- ☐ If alternates utilized:
 - ☐ Not more than 3;
 - Additive & in order of priority; and,
 - Supported by Section 01230;
- ☐ If unit prices utilized:
 - ☐ supported by Section 01271;
- ☐ If includes Maintenance Agreement:
 - ☐ Add or utilize **CPM Jan-2002 00408**
- ☐ If NGB Military project:
 - ☐ Add **CPM Jan-2002 00437**

00500 Agreement Forms

- ☐ Use **CPM Jan-2002 00501**; or,
- ☐ If Military NGB project:
 - ☐ Omit CPM 00501;
 - ☐ Use **CPM Jan-2002 00507**; and,
 - ☐ Use **CPM Jan-2002 00547** Corp Auth Cert
- ☐ Use **CPM Jan-2002 00521** Agreement form
- ☐ Use **CPM Jan-2002 00543** ACH form
- ☐ Use **CPM Jan-2002 00545** Sub W-9 form

00600 Bonds

- ☐ Use **CPM Jan-2002 00615**
- ☐ If roof involved subject to State Roof Bond:
 - ☐ Use **CPM Jan-2002 00640**

00700 General Conditions

- ☐ **AIA Document A201, 15th Edition, 1997**

00800 Supplementary Conditions

- ☐ Use **CPM Jan-2002 00801**, or;
- ☐ If Federal Funded: omit CPM 00801, and;
 - ☐ If civilian, add **CPM 00813**; or,
 - ☐ If Military NGB, add **CPM 00817**
 - ☐ Include **Federal Wage Rates** with either
- ☐ If site NOT located on State-owned property:
 - ☐ Add **CPM Jan-2002 00827** for Contr Insur
- ☐ Use **CPM Jan-2002 00833 for Wage Determin**
- ☐ Use **CPM Jan-2002 00835 Bldg Rates**; or,
- ☐ **CPM Jan-2002 00837 Hwy Rates**

Item	Comments

01100 Summary

- ☐ Summarizes Work
- ☐ Alternates NOT addressed
- ☐ Delineates Contractor use of premises
- ☐ Describes Owner occupancy

01210 Allowances

- ☐ If Allowances specified:
 - ☐ Use **CPM Jan-2002 01210**; and, supported by Div 02-16 specs.

01230 Alternates

- ☐ If Alternates specified:
 - ☐ Use **CPM Jan-2002 01230**; Not more than 3; and, Additive and in order of priority

01250 Modification Procedures

- ☐ Use **CPM Jan-2002 01250** Mod. Procedures
- ☐ Use **CPM Jan-2002 01252** Weather Delays
- ☐ If project is strictly re-roofing:
 - ☐ Omit CPM 01252;
 - ☐ Use **CPM Jan-2002 01253**
- ☐ Use **CPM Jan-2002 01256** Change Order form
- ☐ Use **CPM Jan-2002 01258** Itemization form

01270 Unit Prices

- ☐ If Unit prices specified:
 - ☐ Use **CPM Jan-2002 01271**; Quantities & Units specified; supported by Div 02-16 specs; and,
 - ☐ Stipulated or solicited in Bid Form

01290 Payment Procedures

- ☐ Use **CPM Jan-2002 01290** Pay Procedures
- ☐ Use **CPM Jan-2002 01295** Schedule of Values

01310 Project Management & Coordination

- ☐ Use **CPM Jan-2002 01310** Project Meetings
- ☐ If includes Owner Commissioning Agent:
 - ☐ Use **CPM Jan-2002 01316** Comm Coord

01320 Construction Progress Documentation

- ☐ Use **CPM Jan-2002 01321** Progress Schedules
- ☐ If includes Owner-Assisted Scheduling:
 - ☐ Omit CPM Jul 01 01321, and,
 - ☐ Use **CPM Jan-2002 01326**

01330 Submittal Procedures

- ☐ Designer provides
- ☐ As required, provide coordinating section 01340 on Shop Drawings, Product Data, and Samples, and other pertinent sections
- ☐ If includes Owner Commissioning Agent:
 - ☐ Use **CPM Jan-2002 01336** Comm Submit

01350 Special Procedures

- ☐ If includes asbestos abatement:
 - ☐ Use **CPM Jan-2002 01355**
- ☐ If site is Detention facility:
 - ☐ Use **CPM Jan-2002 01356**
- ☐ If site is Mental Health/Disabilities facility:
 - ☐ Use **CPM Jan-2002 01357**

01390 Administrative Logs

- ☐ Use **CPM Jan-2002 01391**
- ☐ If includes asbestos abatement:
 - ☐ Omit CPM Jul 01 01391
 - ☐ Use **CPM Jan-2002 01395**

01410 Regulatory Requirements

- ☐ Use **CPM Jul-2002 01411**; or,
 - ☐ Designer provides including provisions identical to standard paragraph 1.01.A

01450 Quality Control

- ☐ Use **CPM Jan-2002 01451** Testing Lab Svcs
 - ☐ Or Designer provides as needed
- ☐ If includes asbestos abatement:
 - ☐ Use **CPM Jan-2002 01452** Test Lab Svcs

01500 Temporary Facilities and Controls

- ☐ Designer provides if needed
- ☐ If includes Owner-Assisted Scheduling:
 - ☐ Use **CPM Jan-2002 01525** Field Offices

01600 Product Requirements

- ☐ Use **CPM Jan-2002 01625** Product Opts & Subs
 - ☐ Or Designer-provided equal
- ☐ Use **CPM Jan-2002 01632** Subst Request form
 - ☐ Or Designer-provided equal

01700 Execution Requirements

- ☐ Designer provides **Field Engineering**, if needed
- ☐ Designer provides **Cleaning**, if needed
- ☐ Designer provides **Starting & Adjusting**, if needed
- ☐ Use **CPM Jan-2002 01770** Contract Close-out
- ☐ If includes Owner Commissioning Agent:
 - ☐ Use **CPM Jan-2002 01776** Comm Close-out

01780 Closeout Submittals

- ☐ Use **CPM Jan-2002 01781**; or,
 - ☐ Akin to **CPM Jan-2002 01781 Gde.**
- ☐ If roof work involved:
 - ☐ Use **CPM Jan-2002 01785** Roof Data
- ☐ If roof subject to standard warranty:
 - ☐ Use **CPM Jul-2002 01786** Roof Warranty incl. project no. & components checked
- ☐ Use **CPM Jan-2002 01788** Sub & Supplier list

01800 Maintenance Agreements

- ☐ Use **CPM Jan-2002 01821** Demo. & Training
- ☐ Use **CPM Jan-2002 01830** O & M Agree
- ☐ If for alarm systems, use:
 - ☐ **CPM Jan-2002 01841**; and,
 - ☐ **CPM Jan-2002 01842**
- ☐ If for elevators, use:
 - ☐ **CPM Jan-2002 01843**; and,
 - ☐ **CPM Jan-2002 01844**
- ☐ If for audio/visual systems, use:
 - ☐ **CPM Jan 2002 01845**

Item	Comments

INSTRUCTIONS TO BIDDERS

BIDDING DOCUMENTS

1.1 Bonafide prime Bidders and major subcontractors may obtain one Bid Pack, including Bidding Documents, Bid Envelope, and Bid Form, in accordance with provisions of the Invitation to Bid.

1.2 Individuals or firms securing Bid Packs become Bidders of Record, are automatically issued subsequent addenda, and will have deposit refunded upon returning complete Bidding Documents unmarked and in good condition within 15 days after the scheduled opening of bids. Bidders of Record who do not submit a bid are also required to return the unused Bid Envelope. Upon failure to meet these conditions, deposit shall be forfeited.

1.3 Bidders of Record may obtain additional copies of Bidding Documents at cost from Designer, but costs will not be refundable.

EXAMINATION

2.1 Bidders shall carefully examine site and documents to obtain first-hand knowledge of existing conditions and Work proposed. Copies of standards referenced in Project Manual are available for review through Designer's office.

2.2 Contractor will not be given extra payment for conditions which can be determined by examining site and documents.

QUESTIONS

3.1 Bidders shall submit questions about bidding documents to Designer in writing. Replies will be issued to Bidders of Record by addenda and will become part of Contract Documents. Designer and Owner will not make oral clarifications.

3.2 Questions must be received by Designer at least six calendar days before bid opening date.

3.3 No addenda will be issued less than three calendar days before bid opening date.

SUBSTITUTIONS

4.1 Substitutions before receipt of bids shall be as identified in Supplementary Conditions and Division 1 specifications. To request pre-bid approval of substitution, data required by Designer for evaluation must be received 10 calendar days before date set to receive bids. Acceptable substitutions will be identified in addenda.

4.2 Bidders submitting bids in reliance upon a substitution when the substitution has not been approved prior to bidding do so at their own risk.

LIQUIDATED DAMAGES AND TIME

5.1 Conditions for liquidated damages are established in Supplementary Conditions. Time for completion and amount of liquidated damages are identified in Bid Form.

LICENSING AND QUALIFICATIONS

6.1 Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a bidder whose bid is in conflict with state licensing law.

PRE-BID CONFERENCE

7.1 Pre-Bid Conference may be held approximately 10 days prior to bid opening date at time and place to be announced. Bidders of Record will be notified in writing whether or not a pre-bid conference will be held.

BID FORM

8.1 Make bids on an unaltered bid form furnished by the Designer in Bid Pack and duplicated in Project Manual. Submit one Bid Form. Failure to completely fill out Bid Form may cause bid to be rejected.

8.2 If a Bidder chooses not to bid an Alternate, Unit Price, or Base Bid in a multiple Base Bid project, write "no bid" in the space. To indicate availability of an Add Alternate at no additional charge, write "no charge" in the space. Additional stipulations or qualifications on Bid Form may cause bid to be rejected.

8.3 Bid Form shall be signed by person or persons legally authorized to bind Bidder to contract.

BID SECURITY

9.1 Bid Security is required in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of Tennessee.

9.2 Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

9.3 Checks shall be certified or cashier's.

9.4 Owner may retain Bid Security of bidders to whom award is being considered until either (a) Contract has been executed, or (b) specified time has elapsed so that bid is not binding, or (c) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

BID SUBMITTAL

10.1 Submit Bid Form, with required attachments, in Owner's Bid Envelope furnished by Designer in Bid Pack. Bidder shall fill in blank spaces on face of Envelope, except blank provided for Designer's approval.

10.2 If any work, regardless of dollar value, is required for Plumbing, HVAC or Electrical, list subcontractor that will perform that work. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a category, write "N/R" (None Required) or "N/A" (Not Applicable) in space provided for subcontractor(s).

10.3 Provide state contractor license number, expiration date, and applicable classifications for Bidder and listed subcontractors, as applicable by state licensing law. If the value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name.

10.4 Bidders are solely responsible for ensuring that bids are received by the time and at the place identified for receipt of bids. A bid sent by mail shall be enclosed in an envelope clearly marked "Bid Envelope Enclosed". Bids received late will be returned unopened.

RECEIPT AND OPENING OF BIDS

11.1 Bids will be received and opened at time and place identified in Invitation to Bid.

WITHDRAWAL AND MODIFICATION PRIOR TO CLOSE OF BIDDING

12.1 Bids, once submitted, may be withdrawn or modified before the scheduled opening time only upon receipt of request signed by a person legally authorized to bind bidder to contract. If bid is withdrawn, it may not be resubmitted. Modification to a bid amount may be made as "add" or "deduct" only. Oral, telephonic or telegraphic withdrawal or modification will not be considered. After time and date designated for receipt of bids, bid may not be modified during time period stipulated in Bid Form.

POST-BID WITHDRAWAL OF BID FROM CONSIDERATION DUE TO MISTAKE

13.1 Request to withdraw bid due to mistake must be in writing to Capital Projects Management, delivered in person or postmarked certified or registered mail not later than twenty-four hours after the time fixed for receipt and opening of bids. Request shall acknowledge that bidder refuses to enter into contract based on bid and intends to submit original work papers, documents, and materials used in preparation of the bid in like manner within five working days following date of bid opening.

13.2 Bidder making such request will be removed from consideration for award of contract; and, a duly appointed review panel shall consider whether forfeiture of Bid Security should be waived.

CONSIDERATION OF BIDS

14.1 To be considered, Bids shall be made in accordance with these Instructions to Bidders. Failure to comply with these bidding requirements may cause bid to be rejected.

14.2 The Owner reserves right to: reject Unit Prices proposed in a bid without invalidating other portions of bid; reject a bid which does not provide all required Unit Prices; waive informalities; and, reject any or all bids.

14.3 It is Owner's intent to award contract, or multiple contracts in the case of multiple base bids, based upon lowest evaluated responsive bid submitted by responsible bidder for base bid plus alternates (if any) taken in order up to, but not to exceed the Bid Target. If the base bid of all bidders exceeds the established Bid Target, the low bidder is determined by the lowest base bid submitted by a responsible bidder irrespective of any alternates (if any) bid. When alternates are included in bidding, Bid Target will be announced at bid opening prior to opening bids. Alternates may be accepted or rejected at Owner's discretion, provided that final combination of base bid and accepted alternates does not change low bidder as established by above method.

14.4 In the event of tie bids, preference will be given to in-state bidder over out-of-state bidder; and, if a tie still exists, successful bidder will be determined by chance.

14.5 In the case of a multiple Base Bid, Owner may award a combined contract for the Work of more than one Base Bid if the same bidder is the successful low bidder on each.

POST BID INFORMATION

15.1 Each Bidder shall be prepared, if requested by Owner or Designer, to present evidence, within ten days of the request, of experience, qualifications, and financial ability to carry out the terms of the contract.

BONDS

16.1 Successful bidder shall provide Bonds as required by the bidding documents and in accordance with paragraph 11.5.1 of the Conditions of the Contract and paragraph 17.1 below. Bond forms shall be the State of Tennessee standard bond forms, which are sequenced in Project Manual as listed in Table of Contents. Contract Bond, if required, shall be in the amount of one hundred percent (100%) of the Contract Sum. Three Year Roof Bond, if required, shall be in an amount as stipulated on the Bid Form.

EXECUTION OF THE CONTRACT

17.1 If a Bidder is presented the written Agreement form for signing, then that Bidder shall deliver to the identified Owner's representative, within five calendar days after presentation, the required number of counterparts of the signed Agreement Form, Contract Bond (if required), Roof Bond (if required), certificates of insurance, and an "Authorization Agreement for Automatic Deposits (ACH Credits) Form" if such an authorization is not already on file with the Owner.

17.2 For the purpose of computing time, the five days referred to in paragraph 17.1 commence the day after receipt of the agreement form by Bidder. Should the fifth day fall on a State holiday, or weekend, Bidder shall provide required documents as directed no later than the next working day; however, regardless of circumstances or causes for Bidder exceeding delivery time, Owner shall be entitled to either require forfeiture of bid security or to add for each day the Bidder exceeds the five day period a corresponding extra day in which to return a fully executed contract, which return will be considered effectuated by mailing Agreement to the Contractor within the required time plus any extensions provided herein.

AWARD OF THE CONTRACT

18.1 Presentation of Agreement form by Owner to bidder for signature does not constitute award of Contract. Contract shall not be considered awarded until Bidder has received a fully executed Agreement.

PARTICIPATION OF MINORITY-OWNED BUSINESSES

19.1 It is the express desire of the State Building Commission that all bidders actively seek participation by minority-owned businesses in the construction, demolition, or renovation, of State projects under jurisdiction of the Commission. Although the efforts by any bidder to meet this requirement will not be a factor in evaluation of bids, the State will require the successful bidder to report to the State the names and amounts of contracts entered into with minority-owned businesses on State projects in order for the State to collect data on such participation, as set forth in the Conditions of the Contract.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

BID TO: STATE OF TENNESSEE

For the Project Titled:

A. The Bidder acknowledges in submitting this bid that:

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. Information Available to Bidders, identified in 00300 series documents in the Bidding Requirements, were prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.
3. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
4. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
5. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
6. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.02, is:

_____ The Bidder and/or any of the Bidder's employees, agents, independent
(True or False) contractors and/or proposed subcontractors have been convicted of, pled guilty
to, or pled no lo contendre to any contract crime involving a public contract.

7. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.03, is:
(This information is for reporting purposes only, and is not a factor in the evaluation of bids)

_____ The Bidder is certified as a "Minority-Owned Business." If "Yes":
(Yes or No)
Minority
Classification: _____
Certifying Agency: _____

8. This Bidder has received the following addenda:

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

00401-1

BID FORM continued
For the Project Titled:

B. This Bidder agrees to:

1. Honor this bid for a period of forty-five (45) days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance, bonds, and other documents related to the contract as required by the Bidding Documents.
3. If required by the Bidding Documents, furnish Three Year Roof Bond in the amount of:

4. Accomplish the Work in accordance with the Contract Documents.
5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day

6. Complete the Work of this project for the lump sum of:

BASE BID:

_____ And _____ / 100ths Dollars
(Amount shown in both words and figures) \$ _____

Submitted by:

Authorized Signature _____ Date _____

Name _____ Title _____

On behalf of:
(Name of Bidder) _____

Federal Business Identification Code _____

Address _____
(Street & Mailing Address)

Telephone No. _____ Facsimile No. _____

Email _____

BID FORM

BID TO: STATE OF TENNESSEE

For the Project Titled:

SBC Project No.

A. The Bidder acknowledges in submitting this bid that:

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. Information Available to Bidders, identified in 00300 series documents in the Bidding Requirements, were prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.
3. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
4. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
5. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
6. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.02, is:

_____ The Bidder and/or any of the Bidder's employees, agents, independent
(True or False) contractors and/or proposed subcontractors have been convicted of, pled guilty
to, or pled no lo contendre to any contract crime involving a public contract.

7. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.03, is:
(This information is for reporting purposes only, and is not a factor in the evaluation of bids)

_____ The Bidder is certified as a "Minority-Owned Business." If "Yes":
(Yes or No)
Minority
Classification: _____
Certifying Agency: _____

8. This Bidder has received the following addenda:

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

00401-1

BID FORM continued
For the Project Titled:

SBC Project No.

B. This Bidder agrees to:

1. Honor this bid for a period of forty-five (45) days following the date of the scheduled opening of bids.

(If 3-Year Roof Bond is included in the Work, fill in required bond amount below – either a dollar amount or percent of bid amount – whichever is appropriate; otherwise fill in “Not Applicable”).

2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance, bonds, and other documents related to the contract as required by the Bidding Documents.

3. If required by the Bidding Documents, furnish Three Year Roof Bond in the amount of:

4. Accomplish the Work in accordance with the Contract Documents.

5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day

(Choose No. 4 above for single-phase work, or No. 4 below for multiple-phase work, and then delete the one not chosen.)

6. Achieve Substantial Completion of the Work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each; and accept the conditions for Liquidated Damages in the amount set forth for each, wholly and severally for the Work and each Phase:

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day
		Days	\$ Per Day
		Days	\$ Per Day
		Days	\$ Per Day

(If alternates are included, use the following to indicate their effects on Time and LDs; otherwise delete.)

And, accept amendment of Contract Time applicable to each Alternate included in the Work:

Phase	Alternate	Contract Time	Liq. Damages
	Alternate No. 1	Add Days	Add \$ Per Day
		Deduct Days	\$ Per Day
		Days	\$ Per Day

7. Complete the Work of the Base Bid for this project for the lump sum of:

Base Bid:

_____ And _____ / 100ths Dollars

(Amount shown in both words and figures)

\$ _____

(If alternates are included, edit the following per the number of alternates; otherwise delete.)

00401-2

6. Include work of the following alternates as specified (See Section 01230) for the additional amounts listed:

BID FORM continued

For the Project Titled:

SBC Project No.

Alternate 1:

_____ And _____ / 100ths Dollars
(Amount shown in both words and figures) \$ _____

Alternate 2:

_____ And _____ / 100ths Dollars
(Amount shown in both words and figures) \$ _____

Alternate 3:

_____ And _____ / 100ths Dollars
(Amount shown in both words and figures) \$ _____

(If unit prices are included, edit the following per the number of UP's; otherwise delete.)

7. Propose the following Unit Prices, and include the total calculated value (i.e., the Base Quantity indicated in Section 01271 multiplied by proposed Unit Price) of each Unit Price in the bid amounts above, and agree to their use in the construction contract, if accepted by Owner:

Item	Description (See Section 01271)	Unit Price	Unit
1.		\$ _____	per
2.		\$ _____	per
3.		\$ _____	per
4.		\$ _____	per
5.		\$ _____	per

This bid submitted by:

Authorized Signature _____ Date _____

Name _____ Title _____

On behalf of:
(Name of Bidder) _____

Federal Business Identification Code _____

Address _____
(Street & Mailing Address)

Telephone No. _____ Facsimile No. _____

Email _____

00401-3

SECTION 01411 REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 CODES AND REGULATIONS

- A.** The Regulatory Requirements used for State Building Commission projects are listed below as a convenience and may not be inclusive of all that apply. Others may also apply. Comply with all pertinent codes, standards, regulations, and laws.

	DOCUMENT	SOURCE	PHONE
1.	1999 Standard Building Code. 1997 Standard Plumbing Code. 1999 Standard Gas Code. 1997 Standard Mechanical Code.	Southern Building Code Congress International, Inc. 900 Montclair Road Birmingham, AL 35213	(205) 591-1853
2.	2000 NFPA 101 - Life Safety Code.	National Fire Protection Association Customer Service and Sales 11 Tracy Drive Avon, MA 02322	(800) 344-3555
3.	1999 NFPA 70- National Electrical Code		
4.	1996 American National Safety Code (elevators, etc.) ANSI A17-1.	American National Standards Institute 345 East 47th Street New York, NY 10017	(800) 843-2763
5.	1996 Tennessee Elevator Code And its Supplements	TN Dept. of Labor Div. of Boiler & Elevator Inspection 3rd Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243	(615) 741-2123
6.	1997 Edition of Boiler and Unfired Pressure Vessel Inspection Law, Rules, and Regulations.		
7.	1995 CABO Model Energy Code	Int'l Conference of Building Officials 1704 E. 123rd Terrace Olathe, Kansas 66061-5874	(800) 284-4406
8.	ASHRAE Std 90.1-1999 Energy Standards for Buildings except Low-Rise Residential Buildings	ASHRAE 1791 Tullie Circle NE Atlanta, GA 30329	(800) 527-4723
	ASHRAE Std 90.2-1993 Energy-Efficient Design of New Low-Rise Residential Buildings		
9.	ASHRAE Std 62-1999 Ventilation for Acceptable Indoor Air		
10.	Rules of TN Dept. of Commerce & Insurance Ch 0780-2-1, Electrical Installations Ch 0780-2-2, Codes and Standards Ch 0780-2-3, Plans and Specs Review Ch 0780-2-18, Equitable Restrooms	TN Dept. of Commerce and Insurance Div. of Fire Prevention & Plans Review 3rd Floor Davy Crockett Tower 500 James Robertson Parkway Nashville, TN 37243-1162	(615) 741-7190
11.	ANSI/ICC A117.1 - 1998 "Accessible and Usable Buildings and Facilities"; or , North Carolina State Building Code Volume 1-C, 1991 w/ 1996 revisions "Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped."		
		<i>NC code also available from</i> NC Dept. of Insurance P.O. Box 26387 Raleigh, NC 27611	(919) 733-3901
12.	Uniform Federal Accessibility Standards (UFAS), Fed-Std-795, April 1, 1988.	ATBCB ATTN: OCE Suite 1000 @ 1331 F Street NW Washington, DC 20004	(202) 272-5434 (800) 872-2253

END OF SECTION

01411-1

**SECTION 01786
ROOFING SYSTEM WARRANTY**

GENERAL INFORMATION	
General Contractor (name & address): <div style="text-align: right;">Contact:</div>	Building (identification & location): Bldg Owner: State of Tennessee
Designer (name & address):	Roofing System installed under project number:
	Contract Conditions:
	Roof Substantial Completion Date:
Designer's Roof Cost Estimate:	Length of Warranty Term:
<input type="checkbox"/> New Roof or <input type="checkbox"/> Re-roof	Roof Warranty Expiration Date:
ROOFING SYSTEM COMPONENTS INCLUDED UNDER THIS WARRANTY	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Membrane <input type="checkbox"/> Membrane Accessories <input type="checkbox"/> Expansion Joints <input type="checkbox"/> Membrane Flashing </div> <div style="width: 48%;"> <input type="checkbox"/> Metal Flashings and Perimeter Metal Work <input type="checkbox"/> Metal Copings <input type="checkbox"/> Insulation <input type="checkbox"/> Metal Roof, Components, and Finish </div> </div>	
ROOFING SYSTEM INFORMATION	
Roofing Subcontractor (name & address): <div style="text-align: right;">Contact:</div>	Area of roof installed: _____ and Square Feet: _____
	Type of Deck:
	Type of Insulation:
	Type of Flashing: _____ and Linear Feet: _____
Membrane Manufacturer (name & address):	Type and Description of membrane:
	Manufacture Date:
Roofing Systems Company (name & address): <div style="text-align: right;">Contact:</div>	Material Identification (roll numbers):
	Factory Location:
Roof approved by (Company's Representative):	Warranty Number:

01786-1

The Roofing System Company ("Company"), its heirs, executors, administrators, successors, and assigns, jointly and severally, warrant to the Building Owner ("Owner") of the building identified above, that subject to the terms, conditions and limitations stated herein, the Company will repair or cause to be repaired, any leak(s) in the roofing system attributable to deficient workmanship or defective materials as necessary to return the roofing system to a condition which is watertight. The aggregate repair cost incurred by the Company over the term of this warranty shall not exceed the Owner's original cost of the installed roofing system. The term of this warranty is as set forth in the "General Information" on page one, commencing with the date of substantial completion of the roofing system installation. The roofing system shall be installed and repaired, if necessary, by a roofing applicator authorized by the Company. Contractor, as used herein, shall mean the Contractor having privity of contract with the Owner for the subject roofing system installation as identified by Article 3 and including those entities for which the Contractor is responsible as set forth by Subparagraph 3.3.2 of the Conditions of the Contract for Construction, as identified in the "General Information" on page one.

TERMS, CONDITIONS, AND LIMITATIONS

1. Owner shall provide the Company with written notice within thirty (30) days of the discovery of any leak(s) in the roofing system.
2. The Company shall within fifteen calendar days, commencing with receipt of written notice from the Owner, inspect the roofing system (in the presence of the Owner) and if the cause(s) of the leak(s) is found to be the responsibility of the Company under this warranty, promptly make or cause to be made, any repair(s) or replacements(s) necessary to return the roofing system to the condition which is watertight. All repair expenses incurred in connection herewith will be the responsibility of and borne by the Company.
3. If upon joint inspection of the roofing system as provided in Paragraph 2, the cause(s) of any leak(s) is found not to be the responsibility of the Company under this warranty, the Company will immediately advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense and if such repair(s) be promptly and reasonably made, this warranty will remain in effect for the unexpired portion of the warranty period; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
4. In the event the Company and Owner disagree as to the cause(s) and responsibility of the leak(s), then the Owner, without prejudice to any other remedy Owner may have, may make permanent repair(s) of any leak(s) in accordance with Company recommendations if timely made available. Such action by the Owner shall not constitute a violation of this warranty. The Owner reserves the right to pursue reimbursement from the Company for all cost(s) and expense(s) of such repair(s), subject to the Company's responsibility under this warranty. If it is determined that the Company has no responsibility for the leak(s) under this warranty, the Owner will reimburse the Company for direct expenses encountered for all trips requested by the Owner after the initial inspection.
5. In the event an emergency condition arises where, in the reasonable opinion of the Owner immediate reasonable repair(s) are necessary to avoid substantial damage to the building or its contents and the Company advises the Owner in writing of its inability, for reasons beyond its control, to inspect and repair the roofing system as necessary within fourteen (14) days of written notification from the Owner, then the Owner may make such temporary repair(s) as in the opinion of the Owner are essential and necessary and such action by the Owner shall not constitute a violation of this warranty. In these circumstances, the Company shall reimburse the Owner for all reasonable costs and expenses of such temporary repair(s) subject to the Company's responsibility under this warranty.
6. In the event the Company fails to respond to written notification of known or suspected leak(s) as provided in Paragraph 2, the Owner may, after fourteen (14) days following receipt by the Company of an additional written notice and without prejudice to any other remedy he may have, make permanent repair(s) of any leak(s) and recover all costs and expenses of such repair(s) from the Company. The Company will, upon demand by the Owner, promptly reimburse the Owner these repair costs and expenses. Such action by the Owner shall in no way negate the responsibilities of the Company under this warranty for the unexpired portion of the warranty period.

Warranty Number:

01786-2

7. Except as provided in Paragraphs 4, 5 & 6, any alterations of the roofing system after completion and acceptance including the placement of fixtures, utilities and equipment on or through the roof or additions thereto, will render this warranty null and void with respect to the area(s) or item(s) affected unless prior approval of such alterations of the roofing system or additions thereto is given by the Company. Such approval will not be unreasonably withheld.
8. This warranty shall not be applicable to the extent the roofing system sustains damage(s) by any of the following:
 - (a) Acts of God and natural disasters, including but not limited to lightning, gales, hurricanes, tornadoes, and earthquakes;
 - (b) Acts of negligence (whether of omission or commission), fire, accidents, or misuse, including but not limited to vandalism, civil disobedience, or acts of war, provided same are not caused by the Company and/or the Contractor;
 - (c) Failure by the Owner or Lessee to use reasonable care in maintaining the roof and appurtenances, provided same caused the leak(s) or item(s) affected; or,
 - (d) For built-up and modified bitumen roofing systems: A roof design or specification approved by the Owner with less than 1/8" per foot slope for drainage.
9. When the roofing system has been damaged by any of the foregoing causes, repair(s) shall be at the Owner's expense and such repair(s) shall be made as provided in Paragraph 3; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
10. Until such time as the third year of this warranty has expired, the Company's obligations hereunder shall be joint and several with the Contractor. For the purpose of this paragraph, all of the Contractor's actions, whether of omission or commission, that are subject to this warranty are likewise the actions of the Company hereunder and shall in no way negate or reduce the responsibilities of the Company under this warranty.
11. The Company shall maintain accounting records of warranty repair costs in conformity with generally accepted accounting principles for the term of his warranty, and such costs shall be subject to audit at any reasonable time and upon reasonable notice by the Owner or the Tennessee State Comptroller of the Treasury, or their duly appointed representatives, or a licensed independent public accountant. Warranty repair costs by the Company or the Contractor, as applicable, shall be maintained with a complete itemization of costs of all work identifying labor, materials, equipment, and overhead.
12. The Company certifies that it:
 - (a) Manufacturers or purchases products for the purpose of designing, developing, and marketing a roofing system;
 - (b) Provides recommendations, specifications, and details for the roofing system materials and installation;
 - (c) Trains and approves applicators;
 - (d) Provides technical assistance to applicators;
 - (e) Approves or prepares shop drawings; and,
 - (f) Provides a technical representative employed by the Company for the final inspection, and to all inspections required by this warranty.
13. During the period of this warranty, the Company, its agents or employees, will have free access to the roof during regular business hours of the Owner.

by ROOFING SYSTEMS COMPANY	
Company name:	
Authorized signature:	
Name & title:	
	Warranty Number:

01786-3